



**CITY COUNCIL MEETING / PUBLIC HEARINGS  
TUESDAY, MARCH 21, 2017  
CITY HALL  
22710 E. COUNTRY VISTA DRIVE  
7:00 P.M.**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. CALL TO ORDER**
- 4. ROLL CALL**
- 5. AGENDA APPROVAL**
- 6. CITIZEN COMMENTS**
- 7. PRESENTATION**

<p><b>Emergency Preparedness Drill Plan</b> Larry Rider, Volunteer, Scout Troop #325</p>
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- 8. LOCAL BUSINESS SPOTLIGHT – Pawpular Companions, Mara & Carl Crowell**
- 9. MAYOR AND CITY COUNCIL COMMITTEE REPORTS**
  - Finance Committee
- 10. CITY ADMINISTRATOR REPORT**
- 11. WORKSHOP DISCUSSION**
  - Funding Sources for Capital Improvement Projects & Operational Costs
- 12. ACTION ITEMS**
  - A. Consent Agenda**
    - i. Approve March 7, 2017 City Council Minutes
    - ii. Approve March 21, 2017 vouchers in the amount of \$121,539.74
  - B. General Business**
    - i. Approve the Letter of Engagement for hiring Beth Kennar from the Summit Law Group to assist in negotiating the new health care benefit package as part of the collective bargaining agreement
    - ii. Authorize Mayor Peterson to sign/execute the Transportation Improvement Board (TIB) Grant Agreement and Avista LED Streetlight Conversion Agreement

<p>The public is invited to attend. Parking and meeting rooms are accessible for persons with disabilities. Contact the City at 755-6700 with 24-hours advance notice for special accommodations.</p>
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**12. ACTION ITEMS** (continued)

**B. General Business**

- iii. Award construction bid for Heights Overlay, Phase to the Poe Asphalt Paving, Inc. in the amount of \$141,005.88 and approve an Owner's construction contingency of 5% (\$7,000) to be managed by staff

**13. PUBLIC HEARINGS**

**Proposed Amendment to the City of Liberty Lake's Six-Year  
Transportation Improvement Program**

**City of Liberty Lake's Moratorium on the Acceptance  
Of Applications and Issuance of Permits for Specific Types of Uses  
and Improvements in the I (light industrial) Zone**

**14. RESOLUTION**

Resolution No. 16-211A, amending the City of Liberty Lake's six-year Transportation Improvement Program for 2017 – 2022

**15. FIRST READ ORDINANCE**

Ordinance No. 235A – amending the City of Liberty Lake's 2017 budget

**16. SECOND READ ORDINANCE**

Ordinance No. 238 – Adding Chapter 3 to Title 5 of the City of Liberty Lake Municipal Code Establishing a Vacant Property Registration Program

**17. INTRODUCTION OF UPCOMING AGENDA ITEMS**

**18. CITIZEN COMMENTS**

**19. ADJOURNMENT**

**City Council  
Subcommittee  
Agendas**

***Finance Committee Meeting***  
***Agenda – City Hall Conference Room***

March 21, 2017  
6:00 PM to 7:00 PM

- I. Legislative Update
  - a. Bills that are now dead
  - b. Senate Budget
  - c. Other Bills
    - i. Public Records Bills
- II. AWC Well City Award
- III. Budget Amendments
- IV. LIFT Report
- V. Revenue Forecast Review
- VI. Voucher Review

LIBERTY LAKE MUNICIPAL LIBRARY  
MONTHLY REPORT  
**February 2017**

<b>Statistics:</b>	<b>FEB 2017</b>	<b>2016</b>
Checkouts	6,175	7,687
Renewals	973	1,210
Downloads	828	897
Loaned to CIN	1,225	911
Freegal	352	930
In house	565	428
ILL	8	8
<b>Total circulation</b>	<b>10,126</b>	<b>12,063</b>
Borrowed from CIN	745	874
Checkins	6,042	7,346
<b>Total patron visits</b>	<b>6,000</b>	<b>4,828</b>
<b>Programs:</b>	Children's 526	505
	Adult 67	100
Winter Reading:Children	85	
	Adults 12	
<b>Total</b>	<b>690</b>	<b>605</b>
New cards	89	89
<b>Total cards</b>	<b>5,725</b>	<b>6,038</b>



## Events in February

STCU Finance Class

Friends Valentine Basket Silent Auction: Jan 16 - Feb 11th

STEM-tacular Thursday: Feb 2nd

Blind Date w/ a Book: February 1st - 14th - Choose a gift-wrapped book for a surprise read

Needle Arts Society of Liberty Lake, Saturdays @ 10:30

Lego Club, Mondays @ 4 pm in the Meeting Room

Adult Crafts, Feb 9<sup>th</sup> & 18th @ 2 in the Meeting Room

Books 'n Brew Club: Thursday, February 23/ *In the Unlikely Event* by Judy Blume

Winter Reading Program/ Youth & Adults

Code Club

Children's Story Times (4 times /week)

Library Now

## **Looking Ahead**

Nerf War: March 10, 5:45

Family Movie Night: March 30 – *Fantastic Beasts and Where to Find them*

STEM-tacular Thursday, March 2: Marker Bots @ 4 pm

Totally Untidy Toddlers: March 14<sup>th</sup> @ 10:30

Family Craft: March 18<sup>th</sup> @ 2: Flower pots

LEGO Club: Fridays @ 4

Code Club Wednesdays @ 4 (except for 3/1/2017)

Adult Craft: March 9<sup>th</sup> @6 DIY Notebooks

Family Craft: March 23 @6 pm Homemade Bubble bath & sugar scrub

Book Club: March 30 @ 6:30 *The Underground Railroad*/ Colson Whitehead

Children's Story Times (4 times /week)

# **ACTION ITEMS**

City of Liberty Lake

Consent Agenda for March 21, 2017  
City Council Meeting

Report from the Mayor for pending claims and payment of previously-approved obligations through March 21, 2017

Payee	Description	Amount
See attached voucher report.		
Total vouchers through March 21, 2017		\$ 121,539.74
TOTAL		<u>\$ 121,539.74</u>

RECOMMENDATION: Approve and Authorize for Payment

ATTACHMENTS: All original invoices are on file with the City Treasurer.

SIGNATURES:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Finance Committee



# CHECK REGISTER

CITY OF LIBERTY LAKE

MCAG #: 2757

03/21/2017 To: 03/21/2017

Time: 13:49:05 Date: 03/15/2017

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
803	03/21/2017	Claims	1	EFT	STATE OF WASHINGTON	500.58	02/2017 RETAIL/USE TAX
804	03/21/2017	Claims	1	EFT	VISA 2870	633.65	P MOGEN VISA CHGS
805	03/21/2017	Claims	1	EFT	VISA 2888	92.16	P&CD VISA CHGS
806	03/21/2017	Claims	1	EFT	VISA 4074	230.80	LLML VISA CHGS
807	03/21/2017	Claims	1	EFT	VISA 4272	772.98	ADMIN VISA CHGS
808	03/21/2017	Claims	1	EFT	VISA 4405	214.87	PARKS & REC VISA CHGS
809	03/21/2017	Claims	1	EFT	VISA 5452	358.68	B ASMUS VISA CHGS
810	03/21/2017	Claims	1	23932	ABC OFFICE EQUIPMENT INC	54.85	CONTRACT OVERAGE CHARGE 2/12-3/11/17
811	03/21/2017	Claims	1	23933	ACRANET	140.00	BACKGROUND CHECKS
812	03/21/2017	Claims	1	23934	ACUSHNET COMPANY	5,661.37	PRO SHOP ITEMS
813	03/21/2017	Claims	1	23935	KATRINA ALLEN	56.58	MILEAGE/PARKING FEB
814	03/21/2017	Claims	1	23936	AMAZON	8,381.75	MATERIALS
815	03/21/2017	Claims	1	23937	AVISTA UTILITIES	10,060.15	UTILITIES 1/30-3/1/17
816	03/21/2017	Claims	1	23938	JAMES M BILLINGSLEY	175.00	CARCASS REMOVAL @LL RD
817	03/21/2017	Claims	1	23939	BLACK CLOVER LLC	45.00	PRO SHOP ITEMS
818	03/21/2017	Claims	1	23940	JENNIFER L CAMP	256.26	IEGCSA SPRING MTG MILEAGE/PER DIEM WALLA WALLA
819	03/21/2017	Claims	1	23941	CENTER POINT LARGE PRINT	105.58	BOOKS
820	03/21/2017	Claims	1	23942	CENTURYLINK	73.50	TRAILHEAD PHONE 3/5-4/5/17
821	03/21/2017	Claims	1	23943	COMCAST SPOTLIGHT INC	105.00	TV ADS 1/31-2/26/17
822	03/21/2017	Claims	1	23944	DEERE & COMPANY	15,638.63	GATOR TS-2
823	03/21/2017	Claims	1	23945	BRADLEY G DEINES	96.00	PER DIEM BACKGROUND INV NEW EMPLOYEE LAKEWOOD WA
824	03/21/2017	Claims	1	23946	DEMCO	212.08	BROWSING BAG
825	03/21/2017	Claims	1	23947	DEPT OF LABOR & INDUSTRIES(BOILER)	44.80	TRAILHEAD WATER HEATER INSPECTIONS
826	03/21/2017	Claims	1	23948	DIRECTV	173.22	SATELLITE TV 3/9-4/8/17
827	03/21/2017	Claims	1	23949	EVANS CRAVEN & LACKIE PS	5,501.05	PROF SVC 1/24-2/22/17;2/23 PHOTOCOPY EXP
828	03/21/2017	Claims	1	23950	EVERGREEN NOTE SERVICING	14,008.12	ESTATE OF DENNIS E REGER
829	03/21/2017	Claims	1	23951	FREE PRESS PUBLISHING INC	238.35	LEGAL ADS
830	03/21/2017	Claims	1	23952	GALLS LLC	936.99	UNIFORMS
831	03/21/2017	Claims	1	23953	GCSAA	375.00	CAMP MEMBERSHIP RENEWAL 3/1/17-2/28/18
832	03/21/2017	Claims	1	23954	GOLF CARS ETC	244.18	MATERIALS
833	03/21/2017	Claims	1	23955	HITECHNIQUE LLC	2,427.28	IT SVCS APRIL
834	03/21/2017	Claims	1	23956	HORIZON	32.61	MATERIALS
835	03/21/2017	Claims	1	23957	INLAND NORTHWEST PARTNERS	90.00	MAYOR REGISTRATION '17 REGIONAL ECONOMIC FORECAST,DUES
836	03/21/2017	Claims	1	23958	INLAND NORTHWEST TOP 3	45.00	MAYOR PETERSON '17 ANNUAL AWARDS BANQUET
837	03/21/2017	Claims	1	23959	LOWES	50.89	MATERIALS
838	03/21/2017	Claims	1	23960	NORTH 40 OUTFITTERS	63.50	MATERIALS
839	03/21/2017	Claims	1	23961	O'REILLY AUTO PARTS	11.48	MATERIALS
840	03/21/2017	Claims	1	23962	OFFICE DEPOT	327.33	OFFICE SUPPLIES
841	03/21/2017	Claims	1	23963	OTIS HARDWARE	7.02	MATERIALS



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MCAG #: 2757

03/21/2017 To: 03/21/2017

Time: 13:49:05 Date: 03/15/2017

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
842	03/21/2017	Claims	1	23964	PACIFIC NORTHWEST SPORTS TURF	50.00	SLOCUM REGISTRATION SPRING EVENT
843	03/21/2017	Claims	1	23965	PEPLINSKI EXCAVATION INC	8,340.73	SERVICES
844	03/21/2017	Claims	1	23966	STEPHEN K PETERSON	85.02	MILEAGE FEB
845	03/21/2017	Claims	1	23967	PURCHASE POWER	300.00	REPLENISH POSTAGE
846	03/21/2017	Claims	1	23968	R & R PRODUCTS INC	167.63	MATERIALS
847	03/21/2017	Claims	1	23969	ROBS DEMOLITION INC	10,413.46	19705 E MAXWELL REMOVE MOBILE HOME, SHED & MISC DEBRIS
848	03/21/2017	Claims	1	23970	SCHAEFFER MANUFACTURING CO	427.57	MATERIALS
849	03/21/2017	Claims	1	23971	SHARP SHOOTING INDOOR RANGE	678.78	POLICE EOTECH, RANGE SUPPLIES
850	03/21/2017	Claims	1	23972	SKILLPATH SEMINARS	270.66	GALE STAR12 ALL ACCESS PASS
851	03/21/2017	Claims	1	23973	SPOKANE COUNTY DIST CT	5,314.34	SERVICES
852	03/21/2017	Claims	1	23974	SPOKANE COUNTY TREASURER (PROP TAX)	1,299.09	PROPERTY TAX & OTHER ASSESSMENT 2017
853	03/21/2017	Claims	1	23975	SPOKANE REGIONAL CLEAN AIR AGENCY	4,247.75	1ST QTR '17 ASSESSMENT
854	03/21/2017	Claims	1	23976	STADIUM SPORTS	101.09	SERVICES
855	03/21/2017	Claims	1	23977	STONECREEK LAND DESIGN & DEVELOPMENT	13,570.62	SERVICES
856	03/21/2017	Claims	1	23978	SUN MOUNTAIN SPORTS	387.00	CARTS
857	03/21/2017	Claims	1	23979	SUNRISE INC	175.12	MATERIALS
858	03/21/2017	Claims	1	23980	T-MOBILE	195.74	CELL PHONES 1/21-2/20/17
859	03/21/2017	Claims	1	23981	THE SPOKESMAN REVIEW	766.80	ADVERTISEMENT FOR CONSTRUCTION
860	03/21/2017	Claims	1	23982	THE SPOKESMAN REVIEW	369.20	52 WEEK SUBSCRIPTION
861	03/21/2017	Claims	1	23983	THE UPS STORE #3037	18.21	RET'D BOOK
862	03/21/2017	Claims	1	23984	THE WEATHER APPAREL COMPANY LLC	447.85	PRO SHOP ITEMS
863	03/21/2017	Claims	1	23985	TIRE-RAMA	53.21	SERVICES
864	03/21/2017	Claims	1	23986	VERIZON WIRELESS	2,033.68	CELL PHONES, TABLETS 1/23-2/22/17
865	03/21/2017	Claims	1	23987	BEN WICK	2,100.00	SPLASH ADS
866	03/21/2017	Claims	1	23988	WILBUR-ELLIS COMPANY LLC	874.27	MATERIALS
867	03/21/2017	Claims	1	23989	WOMEN IN TRANSPORTATION SPOKANE CDA CHAP	25.00	ALLEN 3/22 REGISTRATION
868	03/21/2017	Claims	1	23990	XEROX CORPORATION	384.63	BLACK/COLOR BILLABLE COPIES 1/21-2/21/17
001 General Fund						61,971.82	
110 Street Fund						33,897.91	
212 LTGO Redemption Note (1.8)						14,008.12	
312 Street Capital Fund						766.80	
335 Community Messaging Fund						497.28	
420 Golf Operations Fund						10,397.81	
						<hr/>	
						121,539.74	Claims:
						121,539.74	121,539.74

## CHECK REGISTER

CITY OF LIBERTY LAKE

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03/21/2017 To: 03/21/2017

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Page: 3

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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"I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim a just, due and unpaid obligation against the City of Liberty Lake, and that I am authorized to authenticate and certify to said claim."

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

"I, the undersigned, do hereby certify under penalty of perjury that the claim is a just, due and unpaid obligations against the City of Liberty Lake, and that I am authorized to certify to said claim."

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



**AGENDA ITEM NO.: 12Bi**

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:** Summit Law Group

**FOR THE AGENDA OF:** March 21, 2017

**DEPT. OF ORIGIN:** Police

**EXHIBIT:** Engagement Letter

**DEPT. HEAD APPROVAL:** Chief Brian Asmus

<b>EXPENDITURE REQUIRED:</b>	<b>YES</b>
<b>BUDGETED:</b>	<b>YES</b>

**SUMMARY STATEMENT**

In the current collective bargaining agreement, an opener was created in the contract language to allow for the negotiation of the health care benefits portion of the contract. The purpose of the opener was based on the fact that the current health care plan described in the contract language will no longer be available in 2018, therefore, a new health care benefit package will need to be negotiated and agreed upon. The police department would like to use the services of Beth Kennar of the Summit Law Group to assist the management team in negotiating a new health care benefit package with the Union. An engagement letter is attached for your consideration. The management team would like to start scheduling meetings starting in April of 2017 with the Union.

**RECOMMENDED ACTION**

Staff recommendation is to approve the letter of engagement for hiring Beth Kennar from the Summit Law Group to assist in negotiating the new health care benefit package as part of the collective bargaining agreement.



*a professional limited liability company*

ELIZABETH R. KENNAR  
DID: (206) 676-7068  
EMAIL: [bethk@summitlaw.com](mailto:bethk@summitlaw.com)

315 Fifth Ave S Suite 1000  
Seattle, Washington 98104  
*phone* · 206.676.7000  
*fax* · 206.676.7001

February 27, 2017

Brian Asmus  
Chief of Police  
Liberty Lake Police Department  
23127 E. Mission Avenue  
Liberty Lake, WA 99019

**Re: Engagement Letter**

Dear Chief Asmus:

Thank you for hiring Summit Law Group to represent the City of Liberty Lake regarding labor matters and negotiations. We will represent your interests vigorously and do our very best to be prompt, thoughtful and practical in everything we do on your behalf.

If you have not yet had an opportunity to view the background of Summit Law Group, please take a moment to view our website ([www.summitlaw.com](http://www.summitlaw.com)). Summit Law Group was founded on the principles that the market for legal services has dramatically changed and that a modern firm should be leaner, more efficient and more customer-responsive. We want to form productive working partnerships with our customers, delivering a better product at greater value.

***Fee Arrangements.*** We will build a working partnership with you to enable you to maintain control over the scope and cost of your legal work. We are especially interested in fee arrangements that provide incentives for us to be cost effective and that reward us for superior results. Unless we agree otherwise, however, we will charge for our services by the billable hour. We encourage you to consider and suggest other ways of measuring the value of our services during the course of our relationship. Whether you choose to be billed by the hour, or some other fee arrangement, we, unlike any other law firm we know of in the country, invite you to pay in accordance with your perception of the value of our legal services. To that end, within 30 days of our invoice, you are free to adjust our billed amount, upward or downward, based on your perception of the value that you have received.

Brian Asmus  
February 27, 2017  
Page 2

At present, my current hourly rate applicable to this engagement is \$295. The billing rates and contact information of the Summit team members who are expected to work on this engagement are included in the Appendix to this letter.

Unless otherwise agreed in writing, we will provide you with full itemized billing information on a monthly basis, including people working on your engagement, their hours and rates and a detailed description of services performed. Payment of our bill is due upon receipt of our invoice and bills not paid within thirty (30) days of the date of the invoice will accrue interest at a rate of 1% per month. We do not charge for telephone, photocopying, computerized legal research, local travel, or other costs that are properly part of our cost of doing business. We charge our actual costs for out-of-town travel and meals, working meals, and other third-party vendor expenses (*e.g.*, for high volume photocopying, courier and messenger services, conference calls and other extraordinary expenses). We also charge for costs related to document processing and discovery, electronic or otherwise. Our billings are monthly, unless otherwise agreed.

Attached to this letter is an Appendix, which includes additional terms of this engagement. Together, this letter and the Appendix constitutes the agreement between you and us regarding our professional services. If the terms of our representation as described above and in the Appendix are acceptable, please date and sign this letter where indicated below and return it to me via mail, facsimile or electronic mail. This agreement will take effect on the date of your signature or when we first perform services, whichever is earlier.

Sincerely,

SUMMIT LAW GROUP PLLC

A handwritten signature in black ink, appearing to read "Elizabeth R. Kennar", written over a horizontal line.

Elizabeth R. Kennar

Brian Asmus  
February 27, 2017  
Page 3

AGREED AND ACCEPTED:

City of Liberty Lake

By \_\_\_\_\_  
Its \_\_\_\_\_  
Dated \_\_\_\_\_



## **APPENDIX TO ENGAGEMENT LETTER OF SUMMIT LAW GROUP, PLLC**

The term “you” below refers to the client in this engagement. If the client is an entity, then we have addressed the accompanying engagement letter to the client’s authorized representative, but the term “you” below refers to the entity client.

### **IDENTITY OF CLIENT.**

In representing a client which is an entity, we do not thereby also separately represent affiliates or other constituents of the entity, nor do we separately represent the owners, officers, directors, founders, managers, members, partners, fiduciaries, or employees of the entity in their individual capacities or with respect to their individual affairs. We will rely upon you to inform them of this fact where appropriate. Unless we agree otherwise in writing, we do not by virtue of our representation of you also represent any entity that controls you, is controlled by you or is under common control with you. We will look to the addressee of the engagement letter for our instructions on behalf of the entity, unless you inform us otherwise in writing.

### **SCOPE OF ENGAGEMENT.**

The scope of this engagement is described in the accompanying engagement letter. The scope of our engagement may change if you ask us to provide different or additional services and we agree in writing to provide them or we actually proceed to provide them and bill you for them. If our engagement changes, the terms set out in the accompanying engagement letter and this Appendix will apply to the changed engagement, unless we enter into a further agreement modifying this one. Our engagement may be terminated by either one of us upon written notice to the other.

### **SUMMIT TEAM ASSIGNED TO THIS ENGAGEMENT.**

At Summit Law Group, we assign a team to your engagement. Your team includes the individuals listed below.

<b>Attorney</b>	<b>Direct Dial</b>	<b>Email</b>	<b>Hourly Rate</b>
Elizabeth R. Kennar	(206) 676-7068	<i>bethk@summitlaw.com</i>	\$295

### **BILLING AND PAYMENT.**

We review and make changes to our hourly rates from time to time, usually on an annual basis. Changes may or may not apply across the board to all timekeepers.

Timely payment in full is a condition to our continuing provision of services. You agree that we may suspend or terminate our services and may withdraw from this



engagement in the event our fees and other charges are not timely paid, subject to applicable rules governing attorney withdrawal. In extreme cases, we may pursue recovery of unpaid fees through collection actions or litigation. If our engagement is terminated by either you or us for any reason, you will remain obligated to pay us all fees and other charges properly incurred up to the termination date.

Although on occasion we will in good faith attempt to estimate in advance the fees and costs of an engagement, we are not bound by any such estimate unless agreed in writing. Also, we are not obligated to revise, amend or correct any such estimate if subsequent developments make it inaccurate.

If we have more than one client in this engagement, then each is jointly and severally obligated to pay us unless we agree otherwise in writing. Any outside arrangements you may have for allocation, reimbursement, insurance, indemnification or the like will not relieve you of your obligation to pay amounts due.

#### **CONFLICT CHECK.**

At the beginning of each engagement we conduct a review of potential conflicts of interest to ensure compliance with the Rules of Professional Conduct, using names that you have provided. As we move forward, please be sure to immediately provide us with any new or different names of adverse or interested parties so that we may update our conflict check.

#### **OWNERSHIP AND RETURN OF FILES.**

By executing our engagement letter, you agree that the files generated or accumulated as a result of our representation belong to Summit Law Group. If you desire a copy of the files at the conclusion of our representation, you will be responsible for costs associated with file duplication and mailing, based on the hourly rate of our administrative staff. Under our document retention policy, we normally destroy client records seven years after the conclusion of a matter unless other arrangements are made. Prior to destruction, we will attempt to contact you at your last known address on record with Summit Law Group. It is your responsibility to notify Summit Law Group of any change of mailing address after the termination of an engagement. E-mails that are duplicative, routine or otherwise not part of the client file may be destroyed before the end of the seven-year period, without prior notice to you. If your engagement will involve significant long-term storage costs, then we may charge you for our actual costs of such storage.

#### **DISPUTE RESOLUTION AND ARBITRATION.**

If you become dissatisfied with any aspect of our relationship, including the quality or adequacy of our representation, you agree to bring that to our attention, and we each agree to negotiate in good faith to resolve the matter. If we cannot reach

agreement, we each agree to comply with any mandatory dispute resolution procedures that apply to any such dispute. If such applicable mandatory dispute resolution procedures have been completed or waived, and a dispute still exists between us, we each agree that the dispute will be submitted for mediation in Seattle, Washington, under the rules of JAMS. If such mediation fails, and a dispute still exists between us, we each agree that the dispute will be submitted to binding arbitration in Seattle, Washington, under the rules of JAMS. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review.

By signing the engagement letter to which this is attached, you acknowledge that the agreement to arbitrate results in a waiver of your right to a court or jury trial for any fee dispute or malpractice claim. This also means that you are giving up your right to discovery and appeal. If you later refuse to submit to arbitration after agreeing to do so, you may be ordered to arbitrate pursuant to the provisions of Washington law. You acknowledge that before signing this agreement and agreeing to binding arbitration, you are entitled to, and have been given, a reasonable opportunity to seek the advice of independent counsel.

**AGENDA ITEM NO.: 12Bii****BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:** Light Replacement within Liberty Lake      **FOR THE AGENDA OF:** March 21, 2017

**DEPT. HEAD APPROVAL:**      **DEPT. OF ORIGIN:** Public Works

**EXHIBIT:** TIB Grant Agreement, Avista Agreement

<b>EXPENDITURE REQUIRED:</b>	Yes
<b>BUDGETED:</b>	Yes

**SUMMARY STATEMENT**

Avista has completed their work for the LED light replacement in Liberty Lake. They replaced approximately 109 incandescent lights at \$450/each. This brings the total to \$49,050 for the work performed by Avista. Avista will invoice the City this amount. The Transportation Improvement Board (TIB) will reimburse the City for the full amount of Avista's invoice. We may seek reimbursement from TIB when we receive Avista's invoice. We will require a budget amendment to recognize the revenue and expenditure, but the net cost to the City is zero dollars.

**RECOMMENDED ACTION**

Staff recommends:

1. Authorize the Mayor to sign/execute the Agreements for TIB and Avista.



City of Liberty Lake  
S-E-988(001)-1  
LED Streetlight Conversion

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
CITY OF LIBERTY LAKE  
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the CITY OF LIBERTY LAKE, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Relight Washington, to provide for the conversion of standard streetlights to LED lighting ("Project") for eligible cities and towns to reduce municipal electrical costs, and

WHEREAS, the above-identified City is eligible to receive a Project grant and attests that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant,

NOW, THEREFORE, pursuant to chapter 47.26 RCW and chapter 479 WAC, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of FORTY-SEVEN THOUSAND SEVEN HUNDRED AND 00/100 dollars (\$47,700) for the Project pursuant to terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. USE OF TIB GRANT FUNDS

TIB grant funds may come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than for highway or street Project improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

3. PROJECT AND BUDGET

The Project shall provide for the conversion of identified streetlights within RECIPIENT's city limits. The RECIPIENT agrees to enter into an agreement with or otherwise provide for a service provider to perform the actual conversion work. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its service provider's invoices for costs of the work. The Project and Budget may be amended by the Parties, pursuant to Section 6.



#### 4. PROJECT DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Documentation to support all costs expended for the Project.
- b) Project Closeout Form.

#### 5. BILLING AND PAYMENT

The RECIPIENT may submit progress payment requests to the TIB as necessary. If billable amounts are greater than \$50,000, RECIPIENT shall submit requests for payments on a quarterly basis. If progress payments are not regularly requested, reimbursements may be delayed or scheduled in a to be determined payment plan.

#### 6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no cost to TIB, these records shall be provided when requested, including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### 7. INCREASE OR DECREASE IN TIB GRANT FUNDS

RECIPIENT may request an increase in the TIB grant funds for the Project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. An increase in grant funds shall be by amendment pursuant to Section 14. If an increase is denied, the recipient shall be solely liable for costs incurred in excess of the Agreement grant amount.

#### 8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or modification thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed two years, unless extended by Agreement amendment pursuant to Section 14.



## 9. DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details. An agreement to amend the Project must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its plan to correct or implement an amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold reimbursement payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project progress payments until the requested corrections have been made or if the Agreement is terminated.

### 9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such actions necessary as may be directed by TIB.
- b) In the event of default and/or termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION OR SUSPENSION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate or suspend this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for Project work performed or costs incurred prior to the effective date of termination.



## 10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the cost of the mediator.
- d) Each Party agrees to participate to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11 until and unless the Dispute Resolution process has been exhausted.

## 11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

## 12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 Each Party, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, a Party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

12.2 Each Party agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.



### 13. ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

### 14. AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

### 15. INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

### 16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties.

City of Liberty Lake

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Approved as to Form

By: SIGNATURE ON FILE

ANN E. SALAY

Senior Assistant Attorney General

NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General





February 6<sup>th</sup>, 2017

The Honorable Steve Peterson  
City of Liberty Lake  
22710 E. Country Vista Dr.  
Liberty Lake, WA 99019

Dear Mayor Peterson,

You should have received a package from me recently regarding the LED upgrades under the Transportation Improvement Board's (TIB) *Relight Washington Program*. In the package was an agreement for you to sign and send back to me. I regret to say that a few contractual errors exist in the agreement I sent. While it is unfortunate the errors occurred, I am grateful it was caught before too long.

We have corrected the contractual errors and attached is a new agreement. Please disregard the first agreement I sent.

I do hope the new agreement has reached your attention before the original is signed. Please don't hesitate to contact me with any questions regarding the matter.

**Please contact me at:**

Landen Grant  
LED Change-Out Program Manager  
1411 East Mission Avenue  
P.O. Box 3727  
Spokane, WA 99220  
(509)495-2551  
Landen.grant@avistacorp.com

Again, Avista appreciates the opportunity to bring the benefits of LED streetlight technology to Liberty Lake.

Sincerely,

A handwritten signature in blue ink, which appears to read "Landen Grant", is positioned below the "Sincerely," text.

Landen Grant  
LED Change-Out Program Manager

## LED STREETLIGHT CONVERSION AGREEMENT

Avista Contract No. M-17130

This **LED Streetlight Conversion Agreement** ("Agreement") is entered into between Avista Corporation ("Avista" or the "Company"), and the City of Liberty Lake, Washington (the "City"), sometimes, individually, a "Party" and collectively, the "Parties".

**Background and Purpose:** Avista currently provides electrical power to streetlights within the City under rate schedules approved by the Washington Utilities and Transportation Commission (the "Commission"). Under the Relight Washington Program (the "Relight Program") administered by the Washington State Transportation Improvement Board (the "TIB"), the City has requested that Avista convert existing streetlights billed under Avista's Schedule 42, Company Owned Street Light Service – Washington ("Schedule 42"), to LED streetlights (the "Conversions") within the City limits. Avista agrees to perform the Conversions, subject to the terms of this Agreement. Therefore, the Parties agree as follows:

- 1. Authorization.** The City authorizes Avista (or its agent) to remove the existing streetlight fixtures and install LED streetlight fixtures within the City limits (the "Conversion Work").
- 2. Term of Agreement.** This Agreement will become effective when executed by both Parties (the "Effective Date") and remain in effect until the City has reimbursed Avista for the "Conversion Costs" described in Section 4 below.
- 3. Avista's Obligations and Responsibilities.**
  - 3.1 Avista will provide the labor, materials and equipment necessary to convert Avista-owned streetlights, only. The City shall be responsible for arranging for the conversion of City-owned streetlights with the TIB.
  - 3.2 Avista will provide all vehicle and pedestrian traffic control required to complete the Conversion Work, using commercially reasonable efforts to minimize the duration of any road closures.
  - 3.3 Avista will use commercial reasonable efforts to notify the City at least one (1) week prior to initiating the Conversion Work; provided, however, that the City acknowledges that Avista, at its sole discretion, may delay the start of the Conversion Work based on its crews' workloads and availability.
- 4. Conversion Costs/Reimbursement/Billing.**
  - 4.1 The "Conversion Costs" applicable under this Agreement are \$450.00 per streetlight fixture. Unless otherwise agreed to by the Parties, in writing (e-mail acceptable), upon completion of the Conversion Work, Avista will invoice the City for the number of Conversions multiplied by the Conversion Costs for submittal to the TIB for reimbursement. The City shall forward the TIB refund to Avista immediately upon City's receipt of same from the TIB.
  - 4.2 Avista will bill the City for the converted streetlights in accordance with the "Custom Street Light Calculation" Section described in Schedule 42; provided, however that, in accordance with the Relight Program, Avista will convert existing streetlights to LED streetlights only once. In the event a converted LED streetlight is disabled, for any reason, Avista will replace the streetlight at its expense; however, such replaced streetlight will no longer be eligible for billing under the "Custom Street Light" rate, but will revert back to the applicable monthly rate reflected in the then-current Schedule 42.
- 5. Indemnification.**
  - 5.1 Subject to applicable law, the City shall indemnify and, upon request, defend Avista, its directors, officers, employees and agents, from and against all claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages (individually or collectively,

"Loss") brought against or incurred by Avista resulting from, or in any way connected with any act, omission, fault, or negligence of the City or its employees, agents, suppliers and subcontractors of any tier in the performance or nonperformance of the City's obligations under this Agreement.

- 5.2 Subject to applicable law, Avista shall indemnify and, upon request, defend the City, its directors, officers, employees and agents, from and against all Loss brought against or incurred by the City resulting from, or in any way connected with any act, omission, fault, or negligence of Avista or its employees, agents, suppliers and subcontractors of any tier relating to the Conversion Work.
- 5.3 In the event that any Loss is caused by the concurrent negligence of both the City and Avista, the Loss will be borne by each Party in the proportion that their respective negligence bears to the total negligence causing such Loss.
- 5.4 Neither Party will be liable for any special, indirect, incidental, punitive or consequential damages arising from the installation, repair, maintenance or operation of the LED streetlights including, without limitation, the other Party's loss of actual or anticipated profits, loss because of shutdown, non-operation, increased expense of its facilities or operations, cost of capital, or claims of third parties.

6. **Notices.** Unless otherwise specified, any notice required under this Agreement shall be given in writing, and shall be effective from the date received by the Party to whom it is provided.

6.1 To Avista:

Avista Utilities  
PO Box 3727  
1411 E. Mission Ave.  
Spokane, WA 99220-3727  
Contract No. M-17085  
Attn.: Director, Energy Solutions

6.2 To City:

City of Liberty Lake  
22710 E Country Vista Dr.  
Liberty Lake, WA 99019  
Attn: Mayor Peterson

6.3 Either Party may change its address by providing written notice to the other as set forth above.

- 7. **Assignment.** The City shall not (by contract, operation of law or otherwise) assign this Agreement, or any right or interest in this Agreement, without providing Avista with at least 30 days' prior written notice of such assignment. No such assignment, with or without prior written notice, will relieve the City from its responsibilities under this Agreement, and all obligations and liabilities incurred will be preserved until satisfied.
- 8. **Governing Law.** This Agreement will be interpreted in accordance with the laws of the State of Washington, excluding any choice of law rules which direct the application of laws of another jurisdiction. Any litigation relating to this Agreement not within the jurisdiction of the Commission will be brought in a court of competent jurisdiction in the State of Washington.
- 9. **Amendment and Waiver.** This Agreement contains all of the conditions bearing upon its subject matter and may not be modified except by written agreement between the Parties. If at any time the terms of this Agreement are not strictly adhered to or enforced, such requirements will not be deemed waived or modified but will, at all subsequent times and dates, be deemed in full force and effect.



**10. Headings.** Section headings in this Agreement are for convenience only and will not be considered part of, or used in the interpretation of this Agreement.

This Agreement has been executed by each Party's authorized representative on the date(s) set forth below.

**Avista Corporation**

Landen Grant

(Signature)

Landen Grant

(Printed Name)

Project Manager

(Title)

1/23/2017

(Date Signed)

**City of Liberty Lake, WA**

(Signature)

(Printed Name)

(Title)

(Date Signed)



**AGENDA ITEM NO.: 12Biii**

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:** Bid Award for Heights Overlay Phase 1      **FOR THE AGENDA OF:** March 21, 2017

**DEPT. HEAD APPROVAL:**      **DEPT. OF ORIGIN:** Public Works

**EXHIBIT:** Bid Tabulation, Contract

<b><u>EXPENDITURE REQUIRED:</u></b>	Yes
<b><u>BUDGETED:</u></b>	Yes

**SUMMARY STATEMENT**

Bids were opened on 2-28-17 for the Heights Overlay Phase 1 Project after a public bid process. The project will overlay Valleyway Ave and Mitchell Ct in the Heights neighborhood.

The low bidder for this project is Poe Asphalt Paving, Inc. The Bidder meets all required criteria. The bid amount is \$141,005.88. The budget for this work is \$175,000.

Bids were competitive and staff recommends awarding the project to the low Bidder.

**RECOMMENDED ACTION**

Staff recommends:

1. Award the project the low Bidder in the amount of \$141,005.88.
2. Approve an Owner's construction contingency of 5% (\$7,000) that will be managed by staff to effectively complete the project.

## HEIGHTS OVERLAY PHASE 1

BID TABULATION

CITY OF LIBERTY LAKE, WA

OPENING DATE: 2-28-17

PREPARED BY: ANDREW STAPLES, CITY ENGINEER 

ITEM NO.	DESCRIPTION	ESTD. QTY	UNIT	SHAMROCK PAVING INC.		POE ASPHALT PAVING INC.		INLAND ASPHALT COMPANY	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	1	L.S.	\$ 12,000.00	\$ 12,000.00	\$ 11,250.00	\$ 11,250.00	\$ 17,550.00	\$ 17,550.00
2	PLANING BITUMINOUS PAVEMENT	3909	S.Y.	\$ 6.90	\$ 26,972.10	\$ 6.92	\$ 27,050.28	\$ 4.00	\$ 15,636.00
3	COMMERCIAL HMA, 2" THICK	11973	S.Y.	\$ 10.15	\$ 121,525.95	\$ 7.20	\$ 86,205.60	\$ 8.65	\$ 103,566.45
4	SPCC PLAN	1	L.S.	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 535.55	\$ 535.55
5	PROJECT TEMPORARY TRAFFIC CONTROL	1.00	L.S.	\$ 12,000.00	\$ 12,000.00	\$ 16,000.00	\$ 16,000.00	\$ 7,600.00	\$ 7,600.00
TOTAL					\$ 173,248.05		\$ 141,005.88		\$ 144,888.00

## Local Agency Contract

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the City of Liberty Lake, and the Poe Asphalt Paving, Inc.  
\_\_\_\_\_ under and by virtue of Title 47 RCW, as amended and

hereinafter called the Contractor.

### WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

Heights Overlay Phase 1

in accordance with and as described in the attached plans and specifications, and the standard specifications of the City of Liberty Lake which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by City of Liberty Lake.

II. City of Liberty Lake hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.



III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the State by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and City of Liberty Lake has caused this instrument to be executed by and in the name of City of Liberty Lake the day and year first above written.

Executed by the Contractor \_\_\_\_\_ , \_\_\_\_\_ .

\_\_\_\_\_

\_\_\_\_\_

(Contractor)

Local Agency: City of Liberty Lake

Title: Mayor Steve Peterson

By: \_\_\_\_\_

Date: \_\_\_\_\_ , 2017

Attest:

Approved as to Form:

\_\_\_\_\_  
City Clerk, Ann Swenson

\_\_\_\_\_  
City Attorney, Sean Boutz



**Contract Bond**  
**Highway Construction**

KNOW ALL MEN BY THESE PRESENTS, That

Of \_\_\_\_\_, as Principal, and

As Surety, are jointly and severally held and bound unto the City of Liberty Lake, Washington, in the penal sum of

Dollars (\$ \_\_\_\_\_), the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

The CONDITION of this bond is such that WHEREAS, on the

Day of \_\_\_\_\_ A.D., \_\_\_\_\_, the said

Principal, herein, executed a certain contract with the City of Liberty Lake, Washington, by the terms, conditions, and provisions of which contract the said Principal, herein, agree to furnish all material and do certain work, to wit: That

\_\_\_\_\_.

Will undertake and complete the construction of

**Heights Overlay Phase 1**

According to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. This bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things by them undertaken to be performed under said contract, upon the terms proposed

therein, and within the time prescribed there in, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects, faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Principal)

\_\_\_\_\_

\_\_\_\_\_

(Attorney-in-fact, Surety)

\_\_\_\_\_

Name and Address of Local Office or Agent

APPROVED:

City of Liberty Lake, Washington

City Clerk, Ann Swenson

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Surety Bond No.**

----------------------

# RESOLUTION

**RESOLUTION NO. 16-211A**  
**CITY OF LIBERTY LAKE**  
**SPOKANE COUNTY, WASHINGTON**

**A RESOLUTION OF THE CITY OF LIBERTY LAKE AMENDING RESOLUTION NO. 16-211 ADOPTING THE SIX (6) YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR 2017 THROUGH 2022.**

WHEREAS, pursuant to RCW 35.77.010, the City of Liberty Lake, Spokane County, Washington ("City") adopted, on June 21, 2016, a six (6) year Transportation Improvement Program for the years 2017 – 2022 ("TIP"); and

WHEREAS, the City desires to add the Harvard Bridge Revision project to the TIP; and

WHEREAS, the City of Liberty City Council found the Harvard Bridge Revision project to be in compliance with the City's Comprehensive Plan; and

WHEREAS, under RCW 35.77.010, the Liberty Lake City Council held a public hearing on the TIP amendment and update at City Hall, Liberty Lake, Washington, on March 21, 2017.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Liberty Lake that the amended TIP is hereby adopted to include the Harvard Bridge Revision project and all other terms and conditions of Resolution No. 16-211 and the TIP shall remain the same and in effect; and

BE IT FURTHER RESOLVED, that a copy of the amended TIP, together with a copy of this Resolution, shall be filed with the Office of the Secretary, Washington State Department of Transportation; and

BE IT FURTHER RESOLVED that City staff is authorized to apply for state and federal grants and low-interest loans in support of and consistent with the projects identified in the amended TIP.

Approved by the City Council this \_\_\_\_\_ day of March, 2017.

---

Mayor Steve Peterson

**ATTEST:**

**APPROVED AS TO FORM:**

---

Ann Swenson, City Clerk

---

SEAN P. BOUTZ, City Attorney

**FIRST READ  
ORDINANCE**



**AGENDA ITEM NO.: 15**

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:**

Budget Amendment 235A

**FOR THE AGENDA OF:** March 21st, 2017

**DEPT. OF ORIGIN:** Administrative Services

**EXHIBIT:**

Ordinance  
Exhibits A & B

**DEPT. HEAD APPROVAL:** RJ Stevenson

<b>EXPENDITURE REQUIRED:</b>	<b>No</b>
<b>BUDGETED:</b>	<b>This is a Budget Amendment for appropriations</b>

**SUMMARY STATEMENT**

**AMENDMENT #1.**

Avista has performed the LED Streetlight Conversion. Avista will be invoicing the City of Liberty Lake. The City will be seeking reimbursement from the Washington State Transportation Improvement Board through a state program called the "Relight Program. This program was brought to the City's attention after the 2017 budget was adopted. The Budget amendment will recognize the revenue from TIB and the expenditure for the LED Streetlight Conversion.

**AMENDMENT #2.**

Country Vista from Liberty Lake Road to Mission Ave is in need of reconstruction. This project was not included in the 2017 Budget. The Liberty Lake Heights project bid did come in under budget and the City will postpone the trail lighting project in 2017. City is requesting an additional appropriation of \$115,000 from the General Fund to perform complete this project.

**RECOMMENDED ACTION**

1. First read ordinance.

**ORDINANCE NO. 235A  
CITY OF LIBERTY LAKE  
SPOKANE COUNTY, WASHINGTON**

**AN ORDINANCE AMENDING ORDINANCE NO. 235 PASSED BY THE CITY COUNCIL ON DECEMBER 20, 2016, ENTITLED "AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON, ADOPTING A BUDGET FOR THE PERIOD JANUARY 1, 2017, THROUGH DECEMBER 31, 2017, APPROPRIATING FUNDS AND ESTABLISHING SALARY SCHEDULES FOR ESTABLISHED POSITIONS".**

WHEREAS, state law provides for the adoption of a budget by the City Council of the City of Liberty Lake for the purpose of making appropriations of the total estimated revenues for each separate fund and the aggregate totals for all such funds combined;

WHEREAS, subsequent to the adoption of the annual budget, it has become necessary to make changes in certain appropriations;

WHEREAS, the following changes could not reasonably have been anticipated or known at the time Ordinance 235 was passed by the City Council;

WHEREAS, the City Council has determined that the best interest of the City is served by amending the adopted budget approved in Ordinance 235;

NOW, THEREFORE, the City Council of the City of Liberty Lake, Washington, do ordain as follows:

**Section 1.** The following accounts contained in the 2017 Budget are hereby amended as set forth in Exhibit "A" which only includes the Avista LED light replacement in Liberty Lake and the reconstruction of Country Vista from Liberty Lake Rd to Mission Ave.

**Section 2.** The detail of the amendments is listed in Exhibit "B".

**Section 3.** Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 4.** Effective Date. This Ordinance shall be in full force and effective (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2017.



---

Mayor, Steve Peterson

ATTEST:

---

Ann Swenson, City Clerk

APPROVED AS TO FORM:

---

City Attorney, Sean Boutz

City of Liberty Lake  
2017 Budget Amendment  
Exhibit A

**AMENDMENT #1: Recognize Grant Revenue and Appropriate dollars for the Avista LED light replacement in Liberty Lake.**

**AMENDMENT #2: Appropriate dollars for the reconstruction of Country Vista from Liberty Lake Rd to Mission Ave.**

FUND	Revenue and Other Sources			Expenditures			Ending Fund Balance	
	Original Budget	Adjustment	Proposed	Original Budget	Adjustment	Proposed	Original Budget	Proposed
312 STREETS CAPITAL FUND - AMEND #1	1,800,500.00	55,000.00	1,855,500.00	1,924,000.00	55,000.00	1,979,000.00	376,500.00	376,500.00
312 STREETS CAPITAL FUND - AMEND #2	1,855,500.00	115,000.00	1,970,500.00	1,979,000.00	115,000.00	2,094,000.00	376,500.00	376,500.00
001 GENERAL FUND - AMEND #2	6,253,864.00	-	6,253,864.00	6,972,099.00	115,000.00	7,087,099.00	3,081,765.00	2,966,765.00

## Exhibit B

## City of Liberty Lake

## Proposed Budget Amendments for 2017

## Line item detail of Budget Amendment

		2017	2017	
		ORIGINAL	PROPOSED	
Line Items affected	Account Title	BUDGET	AMENDMENT	Description
<b>Streets Capital - 312 AMENDMENT #1: Recognize Grant Revenue and Appropriate dollars for the Avista LED light replacement in Liberty Lake.</b>				
<u>Revenue</u>				
334 03 80 12	State Grant From Transportation Improvement Board (TIB)	1,400,000.00	1,455,000.00	Per Grant Agreement with TIB
<u>Expenditures</u>				
595 30 63 05	Capital Expenditures - Street Lights LIBERTY LAKE UPLANDS	-	55,000.00	Avista Light Replacement within Liberty Lake
		-	55,000.00	55,000.00 Total Expenditures
<b>Streets Capital - 312 AMENDMENT #2: Appropriate dollars for the reconstruction of Country Vista from Liberty Lake Rd to Mission Ave.</b>				
<u>Revenue</u>				
397 42 03 00	Transfer In - From General Fund	-	115,000.00	Additional Resources for project
<u>Expenditures</u>				
595 30 63 01	Roads/Streets Const. & Other Infrastructure LIBERTY LAKE UPLANDS	175,000.00	290,000.00	Increase be \$115K to complete Country Vista
<b>General Fund - 001 Transfer additional resources for project</b>				
<u>Expenditures</u>				
597 74 00 00	Transfer Out - Streets Capital	-	115,000.00	Additional Resources for project
508 80 00 01	Unreserved Ending Cash/Investments	3,081,765.00	2,966,765.00	Reduction of cash balance
		175,000.00	290,000.00	115,000.00 Total Expenditures

**SECOND READ  
ORDINANCE**



**AGENDA ITEM NO.:** 16

**BUSINESS OF THE CITY COUNCIL, LIBERTY LAKE, WASHINGTON**

**SUBJECT:**

Vacant Property Registration

**FOR THE AGENDA OF:** March 7, 2017 & March 21, 2017

**DEPT. OF ORIGIN:** Planning & Building Services

**EXHIBIT:**

Ordinance 238

**DEPT. HEAD APPROVAL:** Katy Allen

<b>EXPENDITURE REQUIRED:</b>	<b>Not Applicable</b>
<b>BUDGETED:</b>	<b>Not Applicable</b>

**SUMMARY STATEMENT**

Ordinance 238 is being proposed to implement a vacant property registration program in order to protect the community from becoming blighted as a result of abandoned properties that are not properly secured and maintained. The registration program would require the lender or other responsible parties of properties that have been abandoned to register those properties with the City and provide for proper maintenance. Having a registration program will save significant staff time that is currently spent researching out a contact person or entity for a vacant property when a code enforcement action needs to occur.

**RECOMMENDED ACTION**

1. Ordinance 1st Reading – March 7, 2017
2. Ordinance 2nd Reading & Adoption – March 21, 2017

**CITY OF LIBERTY LAKE  
SPOKANE COUNTY, WASHINGTON  
ORDINANCE NO. 238**

**AN ORDINANCE OF THE CITY OF LIBERTY LAKE, WASHINGTON ADDING  
CHAPTER 3 TO TITLE 5 OF THE CITY OF LIBERTY LAKE MUNICIPAL CODE  
ESTABLISHING A VACANT PROPERTY REGISTRATION PROGRAM.**

WHEREAS, the City of Liberty Lake desires to address vacant, abandoned or foreclosed buildings, homes, or properties (collectively “Properties”), both currently and in the future, to proactively deter vandalism and detect decay, which protects the quality and value of the Properties and the integrity of the area in which the Properties are located; and

WHEREAS, the City Council believes Properties which are, or are soon to be vacant, foreclosed, or are subject to foreclosure proceedings, have an adverse and deleterious impact on the vitality and livability of the areas in which they are located and on the general well-being of the City and its residents under RCW 35.80.010; and

WHEREAS, the City Council is aware of multiple Properties within the City of Liberty Lake, which are owned and/or controlled by entities and/or individuals who may or have been reluctant to voluntarily incur the cost and expense of adequately maintaining the Properties to the standard found in the areas surrounding such Properties; and

WHEREAS, the City Council believes it necessary that certain registration and maintenance requirements be imposed on the owners and lenders of these Properties in order to minimize, if not eliminate, some of the adverse effects these Properties have on the City and its residents;

**NOW, THEREFORE**, the City Council of the City of Liberty Lake, Washington, do ordain as follows:

**Section 1.** That a new Chapter 3 is added to Title 5 of the City of Liberty Lake Municipal Code, entitled “Vacant Property Registration Program”, is hereby adopted to read as follows:

**Title 5  
Chapter 3  
Vacant Property Registration Program**

**A. Purpose.**

It is the purpose and intent of this chapter to establish a vacant or abandoned property registration program in order to protect the community from becoming blighted as a result of abandoned Properties that are not properly secured and maintained. This chapter requires the lender or other responsible parties of Properties that have been abandoned to register those Properties with the City as set forth in this chapter.

## B. Definitions.

As used in this chapter, the following terms have the meanings indicated unless the context clearly indicates otherwise:

1. **"Abandoned Property"** means a property that is vacant and (a) is under a current notice of default and/or notice of trustee's sale; (b) is the subject of a pending tax assessor's lien sale; (c) has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (d) has been transferred under a deed in lieu of foreclosure/sale, or (e) is subject to a contract forfeiture. Property acquired by Spokane County at a tax foreclosure sale under RCW 84.64 is not to be included within the definition of "Abandoned Property".
2. **"Evidence of vacancy"** means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant and not occupied by authorized persons. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is vacant; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.
3. **"Lender"** means any person who makes, extends, or holds a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.
4. **"Owner"** means any natural person, partnership, association, corporation or other entity having legal title in real property including any borrower.
5. **"Property"** means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City of Liberty Lake, and includes the buildings or structures located on the property regardless of condition.
6. **"Responsible party"** means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an owner, borrower, and lender as defined in this section.

## C. Registration of Abandoned / Vacant Properties.

The lenders or other responsible parties of real property which has been abandoned shall register that property with the City of Liberty Lake Planning & Building Services within thirty (30) days of the property becoming abandoned or of receiving notice from the City of the requirements of this chapter. The content of the registration shall include:

1. Proof of ownership, or financial interest, such as a lien or loan,
2. The name and contact information of the owner, lender or responsible party or the agent of the respective entity;

3. The name and contact information for the local property manager responsible for maintaining the property; and
4. Documentation which demonstrates the property is vacant, foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.

The City shall also be notified of any changes to the registration information, if the property is transferred and/or if the property becomes legally occupied, within fourteen (14) days of such transfer and/or occupancy.

#### D. Minimum Property Maintenance Requirements.

The lender or responsible party shall be required to:

1. Maintain and keep properties free of conditions including, but not limited to:
  - a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles;
  - b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances, and
  - c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure;
2. Secure ponds, pools and hot tubs and ensure that they do not become a public nuisance;
3. Secure the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates, and any other opening of such size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. Material used for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure;
4. Take any other action necessary to prevent giving the appearance that the property is abandoned,
5. Post the property with the name and twenty-four (24) hour contact phone number of the local property manager as follows:

“THIS PROPERTY IS MANAGED BY [insert name],  
TO REPORT PROBLEMS OR CONCERNS, PLEASE CALL [insert phone number]”

The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of at least forty-five (45) feet. The posting shall be placed on the interior of a window to the front of the property (facing the street) so it is visible from the street, or secured to the exterior of the building / structure to the front of the property (facing the street) so it is visible from the street, or, if no such area exists, on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior posting must be constructed of, and printed with, weather resistant materials;



6. Monitor property as necessary to prevent the creation of a nuisance; and
7. Comply with other applicable portions of the City Property Maintenance Standards (City Development Code Article 10-3I), the City weed and vegetation control requirements (City Municipal Code Title 5, Chapter 2), and the City Building Regulations (City Municipal Code Title 9), as amended.

#### E. City Monitoring of Property.

Upon registration, the City will provide regular monitoring of the property including, but not limited to, periodic site visitation, which will not exceed the City's rights of access as well as notification to lender or responsible party if the property begins to exhibit characteristics established in RCW 35.80.010 or this chapter. The City's monitoring of the property does not relieve the lender or other responsible party from monitoring the property under subsection D.

#### F. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

As part of the property registration, the lender or responsible party may waive any objection to the City to enter onto the property for purposes of abating a condition that would constitute an unfit or substandard building as established in RCW 35.80.010 or this chapter. The cost of the abatement shall be charged against the property pursuant to City Development Code Article 10-1D (Enforcement), City Municipal Code Title 5, Chapter 2 (Weeds and Vegetation Control), City Municipal Code Title 9 (Building Regulations), and/or City Municipal Code Title 6, Chapter 7 for Chronic Nuisance Properties, as applicable or amended. The City shall notify the owner, lender or responsible party at least seven (7) days prior to the City taking abatement action in order to allow the owner, lender or responsible party to abate the condition first unless such abatement constitutes an emergency and must be abated immediately.

The lender or responsible party shall provide written authorization to the police department to issue a trespass order against any unauthorized individual from the property.

#### G. Local Property Manager/Agent.

The lender or responsible party shall provide the City with the name and contact information of the local property manager or agent who has the authority to act and respond to complaints regarding the property and to remedy any substandard or unfit conditions found on the property.

#### H. Annual Abandoned / Vacant Property Registration Fee.

The lender or responsible party shall pay an annual abandoned property registration fee as may be established, and amended, by the City Council.

#### I. Policies and Procedures.

The City may develop policies to implement the procedures set forth above, which are consistent with and do not conflict with the provisions of this chapter, the City of Liberty Lake Municipal Code, or the Revised Code of Washington.

## J. Violation

Any person, firm or entity who fails to register an abandoned property pursuant to this chapter shall be subject to a class 1 civil infraction pursuant to RCW chapter 7.80. Each day shall constitute a separate violation. Any owner, lender or responsible party who fails to maintain the property shall be in violation of this chapter and subject to any and all available remedies, including but not limited to, those set forth in this chapter and at law.

**Section 2. Administrative Code Interpretations Authorized.** In the event of any question or uncertainty regarding the applicability of this Ordinance, the City Administrator or his/her designee is hereby authorized to make such administrative code interpretations as may be necessary to implement this Ordinance.

**Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 4. Effective Date.** This Ordinance shall be in full force and effect five (5) days after publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
MAYOR STEVE PETERSON

**ATTEST:**

\_\_\_\_\_  
ANN SWENSON, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
SEAN P. BOUTZ, City Attorney

# **Introduction of Upcoming Agenda Items**



**DRAFT CITY COUNCIL  
ADVANCED AGENDAS**

For Planning Discussion Purposes Only

**As of March 15, 2017**

Please note: This is a work in progress; items are tentative

**April 4, 2017**

**DUE Wed, March 29**

1. PRESENTATIONS:

Sheila Collins RE: HB 1535.

2. Consent Agenda (minutes, vouchers)

3. General business

- Approve Change Order for reconstruction of Country Vista from Liberty Lake Road to Mission Ave

4. SECOND READ ORDINANCE – Amending the 2017 Budget

**April 18, 2017**

**DUE Wed, March 29**

1. PRESENTATIONS:

- Results of Emergency Preparedness Drill Plan – Scout Troop #325 (Larry Rider)

- Lions Club dedication of 2 benches in the Sensory Garden in honor of Keith Warrenburg and Eugene Diminico (Wendy Van Orman)

- First quarter reports: LLML & City's financial

2. PROCLAMATION: Lemonade Day

3. Consent Agenda (minutes, vouchers)

4. General business

- Arborist On Call Agreement

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**TENTATIVE ITEMS:**

1. Service contract with Ptera for phones and cameras

2. RESOLUTION – Update to the Financial Policy

3. On-call arborist contract

4. Ordinance No. 236. Moratorium on the Acceptance of or Processing of Applications, or Issuance of Permits or Licenses, and Approvals, and Uses or Activities Associated with the Producing, Processing, or Retailing of Marijuana and Marijuana-Infused Products; and Declaring an Emergency (**expires 5/2/17**).

5. WM Donation Presentation / Clean Green Event follow-up (5/2)

6. PRESENTATION: Municipal City Flag (Present April / May (?), CC confirmation in June /July)

7. Approve consultant contract for signals @ Madsen/Signal (5/16)

8. Award bid for construction of beacon install @ Apts/HD (5/16)

9. Award bid for construction of Orchard Park (7/4 or alternate)

10. Award consultant contract for Harvard Bridge Revision (6/15)

11. Award bid for signals @ Madsen/Signal (potentially 10/17, pending successful funding)

12. Harvard Bridge Revision conceptual design presentation to Council (11/7)

13. Acknowledgement of Brian Cuda for his donation of time & expertise in helping the City to stream CC meetings.

14. Award bid for Professional Services Agreement for Transportation Projects